

**LEGAL NOTICE
REQUEST FOR QUALIFICATIONS/PROPOSAL
TOWN OF ELLINGTON**

March 6, 2013

**CONSTRUCTION COST ESTIMATING SERVICES
ADDITION AND RENOVATIONS LIKE NEW AT CRYSTAL LAKE ELEMENTARY
SCHOOL**

Sealed proposals will be received by the Town of Ellington, acting through its Finance Officer to provide construction cost estimating services for designs prepared by architects SILVER PETRUCELLI for New Construction and Renovate Like New at Crystal Lake Elementary School. Proposals are to be marked **CONSTRUCTION ESTIMATING SERVICES** sealed and delivered to:

Nicholas J. DiCorleto, Jr., Finance Officer
Town of Ellington
55 Main Street
Ellington, CT 06029


Proposals will be received until **3:00 P.M., THURSDAY, March 28, 2013**. Proposals will then be publicly opened, reviewed for compliance with proposal procedures as to copies, enclosures and attachments in the Meeting Hall of Town Hall.

The complete Request for Qualifications/Proposal may be obtained at the office of the Finance Officer, 55 Main Street, Ellington, Connecticut during normal business hours, or on the Ellington Town web site www.ellington-ct.gov.

No proposal may be withdrawn for a period of ninety (90) days after opening of the proposals without approval and written consent of the Town of Ellington.

The Town of Ellington reserves the right to reject any or all proposals, to waive any informalities, omissions, excess verbiage or technical defects in the responses and the Town need not necessarily award the contract to the proposer offering the lowest price if, in the opinion of the Town, it would be in the best interest of the Town of Ellington to accept another proposal.

TOWN OF ELLINGTON

By 
Nicholas J. DiCorleto, Jr.
Finance Officer

Town of Ellington



Request For Qualifications/Proposals (RFQ/RFP)
for
Construction Cost Estimating Services
For
Crystal Lake Elementary School
Addition and Renovate Like New

Submittals will be received in the Finance Office until

Thursday, March 28, 2013 at 3:00 P.M., prevailing time.

Nicholas J. DiCorleto, Jr.
Finance Officer
Town of Ellington
55 Main Street
Ellington, CT 06029

1. INVITATION TO SUBMIT PROPOSAL

The Town of Ellington is seeking to engage a Construction Cost Estimator to provide an independent estimate of the cost to construct an addition to and to renovate-as-new the existing Crystal Lake Elementary School in accordance with plans prepared by the town's architect, Silver Petrucelli. The architect is charged with providing its cost estimate while the requested independent estimate is expected to verify the architect's estimate in preparation for presentation of the plans to the School Building Section of the CT Department of Education and for bidding the projects.

In order to be considered for this assignment, six (6) hard copies and one (1) electronic copy on a compact disc of the Proposal must be delivered to:

Finance Officer
Town of Ellington
55 Main Street
Ellington, CT 06029

No later than 3:00 PM, Thursday, March 28, 2013.

All questions regarding this Request for Proposal shall be submitted, in writing, to Nicholas J. DiCorleto, Jr. Finance Officer via email at: ndicorleto@ellington-ct.gov no later than March 21, 2013. The ATTACHMENTS to this proposal can be found at <http://ellington-ct.gov/Plugs/RFP.aspx>. In order to receive addendum and other information regarding this RFQ, if any, interested firms should reply to ndicorleto@ellington-ct.gov with the firm name and contact person.

Subject to the limitations of Public Act 08-169, the Town of Ellington reserves the right to accept or reject any or all qualification statements or parts thereof, for any reason, if such action is in the best interest of the Town of Ellington.

Pre-Bid Meeting - None Required. However, interested respondents can tour the existing facilities by contacting Peter R. Williams, Owner's Agent, at (860) 870-3124 or pwilliams@ellington-ct.gov.

BID BOND – None Required.

2. BACKGROUND: On February 14, 2012 the residents of the Town of Ellington approved an \$18,457,497 million dollar expansion and renovation-as-new of the Crystal Lake Elementary School.

Pre-Referendum a preliminary floor plan and site plan and project budget for the proposed 18,350 sf expansion and 29,600 sf renovation-as-new of the Crystal Lake School has been provided by Moser Pilon. The estimated construction cost of the project is \$14,242,500 excluding the FF+E costs. Refer to THE ATTACHMENTS:

- Board of Selectmen November 28, 2011 meeting minutes with the Town of Ellington and Board of Education School Study prepared by Moser Pilon Nelson, Dated November 10, 2011, Project Budget, Project Schedule
- Board of Education mailing to residents on project
- Final Estimated Project Cost Summary, approved at Referendum-February 14, 2012

- The Expansion and Renovate as New for the Crystal Lake Elementary School Schematic Report prepared by Silver/Petrucelli dated draft report-January 15, 2013
- Crystal Lake School Contract Stage Project Schedule dated January 24, 2013

3. BASIC INTENT OF THE PROJECT

The purpose of this project is to expand and renovate the existing Crystal Lake School to "AS-NEW" conditions, with a well designed, user friendly, environmentally responsible, energy efficient building utilizing cost-effective/efficient building materials and systems that fulfills the educational specification requirements and creates a modern educational facility that will serve approximately 337 students. Alternative energy systems and green building concepts are encouraged and desired. The project must be designed, sequenced, scheduled and constructed while occupied with approximately 300 students and staff.

4. PROGRESS TO DATE:

Silver Petrucelli Architects of Hamden, CT has been engaged to provide the design and they have progressed to development of and approval of a Schematic Design for Crystal Lake School including survey work and site layout. Schematic Design of Windermere School is still in process. TRC has conducted an environmental review and inspection of the existing buildings subject to renovation; Clarence Welti and Associates have conducted test borings of the construction site and BVH Integrated Services has been engaged to perform Commissioning Services.

5. SCHEDULE: The project will be following the approximate schedule below:

• Request for Proposals	Due	March 28, 2013
• Estimating Services Contract	Award	April 2, 2013
• Design Development Documents	Completion	April 16, 2013
• Design Development Estimates	Due	May 14, 2013

6. EVALUATION CRITERIA: The Permanent Building Committee will evaluate using all of the Evaluation Criteria listed below and select the "most responsible qualified proposer" to perform the work.

- 1) Due consideration of the proposer's pricing for this project
- 2) Experience with work of similar size and scope as required for the contract
- 3) Organizational and team structure for the contract
- 4) Past performance data, including, but not limited to, adherence to project schedules
- 5) Type and detail of the report to be produced
- 6) The approach to the work required for the contract
- 7) Documented cost estimating capabilities
- 8) Litigation History
- 9) Current workload
- 10) Reference Responses

7. QUALIFICATION STATEMENT FORMAT: Qualification Statements shall include the following information:

- 7.1 Letter of Interest –Include a brief history of the firm. Indicate the firm’s interest in the project.
- 7.2 Provide a listing of the resources and tools the firm uses to develop accurate and efficient cost estimates, i.e. software etc. The respondent shall also indicate that they have access to up to date information regarding real time construction cost in Connecticut.
- 7.3 The responding firm shall supply a listing of the firms estimating experience on similar projects.
- 7.4 Current & Future Workload – Please provide information indicating your firm’s current workload and ability to perform the required services.
- 7.5 Litigation History – Include a statement detailing whether your firm is currently involved in litigation or has been involved in litigation in the past five (5) years. If there is litigation history, please explain each occurrence and the circumstances with the outcome.
- 7.6 Acceptance of General Terms and Conditions, Insurance Requirements and Equal Opportunity Employment Requirements – Include a statement that the firm agrees to comply with all provisions in these three sections of the RFQ document.

Based upon the foregoing information the Permanent Building Committee may request interviews with one or more responders to confirm, clarify or resolve questions concerning the submittals and to define more precisely the PBC’s needs and the information and results the respondent proposes to produce.

8. SCOPE OF SERVICES AND FEE PROPOSAL FORMAT: Firms shall submit the following information:

Base bid: Prepare a detailed project estimate of probable construction cost utilizing Design Development Documents prepared by the project Architect Silver/Petrucelli + Associates.

Breakdown the estimated cost by school into renovations and new construction utilizing the same format/breakdown following the project specifications index, similar to the one used by the project Architect in the Crystal Lake Elementary School Schematic Report dated January 15, 2013.

9. SELECTION AND CONTRACT FORM: In order to be considered, six (6) copies and one (1) electronic copy on a compact disc of the Proposal only shall be delivered to:

Finance Officer
Ellington Town Hall
55 Main Street
Ellington, CT 06029

No later than 3:00 PM, Thursday, March 28, 2013.

The Permanent Building Committee will evaluate the firms using all of the Evaluation Criteria listed above and select the "most responsible qualified proposer" to perform the work.

A contract based on the Consultant's proposal and this RFQ/P will be executed between the Town of Ellington and the selected Construction Cost Estimator.

10. GENERAL TERMS AND CONDITIONS

Prospective respondents must be willing to adhere to the terms and conditions of this request, including the following, and must positively state its acceptance and compliance with them in its response to this Request for Qualification and Proposals.

10.1 Acceptance or Rejection by the Permanent Building Committee – Subject to the limitations of Public Act 08-169, The Permanent Building Committee and the Town of Ellington reserve the right to accept or reject any or all qualification statements or parts thereof, for any reason, if such action is in the best interest of the Town of Ellington

10.2. Ownership of Documents – All proposals submitted in response to this RFP are to be the sole property of the Permanent Building Committee and subject to the provisions of Section 1-19 of the Connecticut General Statutes (re: Freedom of Information).

10.3 Ownership of Subsequent Products – Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the Permanent Building Committee unless stated otherwise in the RFP or contract.

10.4 Timing and Sequence – Timing and sequence of events resulting from this RFP will ultimately be determined by the Permanent Building Committee.

10.5 Oral Agreements – The Permanent Building Committee and the Town will not be responsible for any oral agreement or arrangement made by a respondent with any agency or employee.

10.6 Amending or Canceling Requests – The Permanent Building Committee reserves the right to amend or cancel this RFQ prior to the due date and time, if it is in the best interest of the Permanent Building Committee and the Town to do so.

10.7 Town's Clerical Errors in Awards – The Permanent Building Committee reserves the right to correct inaccurate awards resulting from its clerical error.

10.8 Rejection of Proposals - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.

10.9 Contract requirements – The contents of the proposal submitted by the successful respondent and the RFP will become part of any contract award.

10.10 Withdrawal of Proposal – Negligence on the part of the respondent in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposal.

10.11 Assigning, Transferring of Agreement – The successful respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the agreement, its rights, title or interest therein or its power to execute such agreement by any other person,

company, or corporation without the prior consent and approval in writing by the Permanent Building Committee.

- 10.12 Cost of Preparing Proposal – The Town shall not be responsible for any expenses incurred by the proposer in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

11. EQUAL OPPORTUNITY EMPLOYMENT

A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions:

1. The Contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, sexual orientation, mental retardation or physical disability, including but not limited to blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town. The Contractor also agrees to provide the Town with such information that they may request concerning the employment practices and procedures of the contractor as related to the provisions of this section.
2. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment, selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.
3. Nothing herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

12. INSURANCE REQUIREMENTS - To be Provided Only Upon Signing the Contract

A. GENERAL REQUIREMENTS

The Contractor shall be responsible for maintaining insurance coverage in force for the life of the contract of the kinds and adequate amounts to secure all of the Contractor's obligations under this contract with an insurance company (ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut and acceptable to the Town of Ellington. The insurer shall provide the Town with Certificates of Insurance signed by an authorized representative of the insurance company (ies) prior to the performance of this contract describing the coverage and providing that the insurer shall give the Permanent Building Committee and the Town written notice of at least thirty (30) days in advance of any termination, expiration, nonrenewal or any and all changes in coverage.

B. SPECIFIC REQUIREMENTS

(1) Workers' Compensation Insurance

The Contractor shall provide statutory Workers' Compensation Insurance, including Employer's Liability with limits of: \$100,000 Each Accident \$500,000 Disease, Policy Limit \$100,000 Disease, Each Employee

(2) Commercial General Liability Insurance

The Contractor shall carry Commercial General Liability insurance. A per occurrence limit of **\$250,000** bodily injury and property damage is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) Business Automobile Liability Insurance

The Contractor shall carry Business Automobile Liability Insurance. A per occurrence limit *of* **\$250,000** bodily injury and property damage is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

13. OWNER FURNISHED INFORMATION: The following information will be provided to the successful firms for use on the project:

- Report of TRC environmental study
- Report of Clarence Welte test borings
- Schematic Plan prepared by Silver Petrucelli
- Such additional plans, specifications and reports obtained by the PBC during the project

END OF REQUEST FOR PROPOSAL

RETURN THIS FORM IMMEDIATELY!

Acknowledgment: Receipt of RFQ/P Documents

**Request For Proposals (RFQ/RFP)
for
COST ESTIMATING SERVICES
at
Crystal Lake School**

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help us to maintain proper follow-up procedures while ensuring that all recipients have the opportunity to submit Proposal.

Date issued:

Date documents received

____/____/____

Do you plan to submit a response?

Yes____ No____

Print or type the following information:

Company name:

Address:

Town or Town:

Phone:

Fax:

Email:

Received by:

Note: Faxed acknowledgments are requested! FAX (860)870-3158

A cover sheet is NOT necessary.

IMPORTANT: DO NOT FAX PROPOSALS.

PROPOSALS MUST BE SUBMITTED IN SEALED PACKAGE(S)

Form 3

**TOWN OF ELLINGTON
RFP for
COST ESTIMATING SERVICES
at
Crystal Lake School**

**FINANCE OFFICER
55 Main Street
ELLINGTON, CONNECTICUT 06029**

Proposal Check List

This form need not be returned with your submittal. It is suggested that you review and check off each action as you complete it.

_____ 1. The qualification has been signed by a duly authorized representative of the company.

_____ 2. Fee schedule has not been prepared for this initial RFQ submission.

_____ 3. Any technical or descriptive literature, drawings or proposal samples that are required have been included with the submittal.

_____ 4. Any addenda to this document have been acknowledged and included.

_____ 5. The envelope has been addressed to: Finance Officer
 Town of Ellington
 55 Main Street
 Ellington, CT 06029

Re: RFQ/P COST ESTIMATING SERVICES
Crystal Lake and Windermere Elementary
Schools

_____ 6. The envelope has been clearly marked with the proposal number and opening date.

_____ 7. Make sure the original is clearly marked.

_____ 8. The proposal is mailed or hand-delivered in time to be received no later than the designated opening date and time. Late responses are **NOT** accepted under any circumstances. Faxed responses are not accepted. Please allow enough time if mailing your submittal.

**TO THE ELLINGTON PERMANENT BUILDING COMMITTEE
FEE PROPOSAL FOR: COST ESTIMATING SERVICES**

The undersigned hereby proposes to provide COST ESTIMATING SERVICES services as defined in the "Request for Proposal for COST ESTIMATING SERVICES at Crystal Lake and Windermere Elementary Schools Project" attached hereto.

CRYSTAL LAKE SCHOOL

To provide all cost estimating services for an addition to
and renovate-as-new and site work at Crystal Lake Elementary School Utilizing Design
Development Documents

\$ _____

In submitting this proposal, we agree:

- a) To hold our proposal open for 90 calendar days after the actual Proposal Opening date.
- b) To enter into and execute a Contract for the indicated services.
- c) To accomplish the work in accordance with the Contract Documents and within the Contract Time.

d) That receipt of Addendum(s) No. _____ is hereby acknowledged and all costs associated with it are included in the above prices.

Name of Company: _____ Date _____

Address _____

Telephone _____ Fax _____
email _____

Printed Name of Authorized Agent _____

Signature of Authorized Agent _____

Title of Authorized Agent _____

CONSTRUCTION COST ESTIMATING SERVICES

THIS AGREEMENT is made by and between the **TOWN OF ELLINGTON**, acting herein by MAURICE W. BLANCHETTE, its First Selectman, Duly Authorized, (hereafter called "Town") and _____, a Connecticut _____ with a principal office at _____, Connecticut 06____ (hereafter called "_____").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, the parties agree with each other as follows:

1. **The Project.** The Town has entered into a contract to construct certain additions and improvements to the Crystal Lake School, Sandy Beach Road in Ellington, Connecticut. Silver Petrucelli & Associates, architects of Hamden, Connecticut have been engaged to provide design services in connection with this project. Certain other contracts exist for specialized services not included in the architect's contract.

2. **Permanent Building Committee.** Pursuant to the Ellington Charter, the Ellington Permanent Building Committee (PBC) is charged with the overall supervision of the project described in Paragraph 1. In order to carry out its duties, it has determined that it is necessary for it to engage a qualified consultant to provide Construction Cost Estimating Services and issued its Request for Qualification/Proposal dated January __, 2013.

3. **Representation by** _____ hereby represents to the Town that it has experience and qualifications as set forth in its Proposal dated _____, 2013 to meet the needs of the Town, Connecticut Board of Education and that it is ready, willing, able and available to accept the responsibilities for this part of the project under the terms and conditions set forth in this agreement.

4. **Scope of Duties for Contractor.** To examine all of the designs, plans, specifications provided by the town's architects, reports of testing and inspections by other consultants with respect to the project that may bear upon or influence the cost of construction and to estimate the cost to construct the addition to Crystal Lake School and to renovate-as-new the existing building at Crystal lake School provide the PBC with a report and analysis of the anticipated costs to construct both projects. In addition to the written report and analysis, the Contractor may be required to meet with representatives of the PBC and/or appear at a meeting of the PBC to discuss its findings. While it may be necessary and appropriate for the Contractor to consult with the architect or any other

consultant to clarify or understand fully the design, plans or specifications, all cost estimating will be performed independently of cost estimates made by the architect.

5. **Limitation on Delegation of Duties.** The services provided herein shall be performed by the Contractor's personnel except as may be specifically identified herein. The Contractor represents that it has adequate personnel with necessary qualifications to perform this contract and no other person or entity shall be engaged in or for such work or services except on written approval of the PBC.

6. **Relationship of Parties. - Independent Contractor.** The Contractor is an independent contractor and shall determine when and what hours are necessary for it to accomplish its consulting work. It shall determine all of the methods to be used by it in order to advise the PBC as to its independent construction cost estimate and analysis.

7. **Compensation.**

7.1 In consideration for the services to be provided by the Contractor, the Town shall pay the Contractor, as billed, in accordance with the schedule of unit charges contained in its Proposal for work actually performed the total sum of

No additional compensation will be billed or due except upon prior approval by the PBC.

7.2 To obtain partial payments, the Contractor shall prepare an invoice setting forth the work it has accomplished to the date of the invoice relative to the work/value input to the jobs and have that approved by the Owner's Representative, Peter Williams, who must then submit the invoice with his recommendation to the PBC. Payment will then be made from the Town Finance Department within 30 days after PBC approval. No interest will be allowed or charged.

8. **Termination of the Agreement.**

8.1 This agreement may be terminated by either party upon seven (7) calendar days written notice with or without cause.

8.2 If the Town terminates this contract without cause, then it shall be obligated to pay for all services performed by the Contractor to the date THE CONTRACTOR receives notice of cancellation.

8.3 If the Town terminates this contract with cause, then it shall be obligated to pay for all services actually delivered to the Town as of the date it notifies THE CONTRACTOR of cancellation. Cause shall include the failure of THE CONTRACTOR to provide the services it has agreed to perform in a timely manner in accordance with the work and value schedule.

8.4 If THE CONTRACTOR terminates this contract without cause it shall be liable to the Town for the Town's actual cost to obtain similar replacement

services from another consultant or to pay the increased cost of Town employees to perform the same work, at the Town's option.

8.5 If THE CONTRACTOR terminates this contract with cause, it shall be entitled to receive payment for all of its services performed to the date it sends notice of termination to the Town, plus interest on any unpaid portion of the debt at the rate of 10% beginning 30 days from the date the Town receives such notice provided it delivers the results of that service to the Town. The failure to pay any invoice without an explanation or valid reason within 30 days following PBC approval shall constitute good cause.

9. **Attachments to Contract.**

9.1 Request for Qualifications/Proposal dated January __, 2013

9.2 Addendum #1 dated

9.3 The Contractor's proposal dated February __, 2013

10. **Dispute Resolution.** The parties agree that any dispute under this contract is to be resolved by binding arbitration under the rules of the American Arbitration Association with any hearing to be held in Tolland County, CT, unless otherwise mutually agreed, and each party is to pay its own expenses including attorney's fees and to share the cost of arbitration equally.

11. **Insurance.** THE CONTRACTOR will provide a Certificate of Insurance naming the Town of Ellington, the Ellington Board of Education and the Permanent Building Committee as additional insureds on its general liability and motor vehicle (not malpractice) insurance policies as specified in the RFQ/P each in companies licensed to do business in Connecticut.

12. **Non-Discrimination.** The Contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, sexual orientation, mental retardation or physical disability, including but not limited to blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town. The Contractor also agrees to provide the Town with such information that they may request concerning the employment practices and procedures of the contractor as related to the provisions of this section.

The aforesaid provision shall include, but not be limited to, the following:
advertising, recruitment, layoff, termination, rates of pay or other forms of compensation,
conditions or privileges of employment, selection for apprenticeship, selection or
retention of subcontractors, or in the procurement of materials, equipment or services.

This Agreement is entered into as of the _____ day of _____,
2013.

OWNER:
TOWN OF ELLINGTON

CONTRACTOR:

By: _____
MAURICE W. BLANCHETTE,
First Selectman
Duly Authorized

By _____

Duly Authorized

By: _____
Nicholas J. DiCorleto, Jr.
Finance Officer
Duly Authorized